

under and by virtue of this Mortgage as a result of any such taking, alteration of grade or other injury to the Property.

7.1 If, prior to the receipt by Mortgagee of such award or payment, the Property or any part thereof shall have been sold on foreclosure of this Mortgage or title shall have been transferred by any other means in enforcement of the estate or interest of Mortgagee hereunder, Mortgagee shall have the right to receive such award to the extent of the indebtedness secured hereby remaining unsatisfied after such sale or transfer of title, with interest thereon at the rate set forth in the Note, and to receive the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award.

8. Mortgagor shall pay and discharge, when the same shall become due, any and all license fees or similar charges and all operating costs (including all utilities charges) of the Property. Further, Mortgagor shall promptly cure any violation of law and comply with any order of governmental bodies having jurisdiction over the Property.

9. Mortgagor, from time to time when the same shall become due, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer charges and all other public charges, whether of a like or different nature, imposed upon or assessed against it or the Property, or any part thereof, or upon any income or profits derived from the Property or arising in respect of the occupancy, use or possession thereof.

10. Mortgagor shall pay and discharge within thirty (30) days when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien (whether paramount or subordinate to this Mortgage) on the Property, or any part thereof, or on any income therefrom. Notwithstanding the foregoing, Mortgagor may, at its expense, challenge any such claim or lien by appropriate action, provided that as a prerequisite to such challenge, Mortgagor shall bond against, deposit cash or the equivalent as permitted by applicable law (or local title insurance practice) so as to protect the Property and Mortgagee from such claim of lien.

11. In the event of the enactment after the date of this Mortgage of any law of federal, state or municipal governments deducting from the value of the land for the purpose of taxing any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness due of Mortgagor, then in such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that (i) Mortgagor may elect not to pay such taxes or assessments, in which event Mortgagor may prepay the loan in full and (ii) if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

12. Mortgagor hereby assigns to Mortgagee all existing and future leases, rents, issues, profits, revenues, royalties, security and other deposits, rights and benefits of the Property (hereinafter collectively called the "Rents") for the payment of the indebtedness. Mortgagor grants to Mortgagee the right to (i) enter upon the Property for the purpose of collecting the Rents, (ii) let the Property, or any part thereof, and (iii) apply the Rents, after payment of the expenses of collection, if any, to any or all of the taxes, assessments and all other charges against the Property, insurance premiums pertaining to the Property or operation thereof, reduction of principal or payment of interest due under the Note, payment of all other advances made, pursuant to this Mortgage and the Note made by Mortgagee on behalf of or to Mortgagor, and payment of any expenses incurred in operating, maintaining, or rebuilding the Property or expenses incurred for its betterment. Mortgagor shall be entitled to collect and receive the Rents until the occurrence of an Event of Default, as hereinafter defined, and, if applicable, after the expiration of the notice period provided for herein.

13. Mortgagor agrees to pay to Mortgagee, in addition to any other payments required hereunder, monthly advance installments as reasonably estimated by Mortgagee for taxes, assessments, insurance premiums or other obligations secured by this Mortgage for the purpose of establishing a fund to ensure payment when due, or before delinquency,